



DAVID SANDERS, Ph.D.
Director

County of Los Angeles DEPARTMENT OF CHILDREN AND FAMILY SERVICES

425 Shatto Place, Los Angeles, California 90020
(213) 351-5602

Board of Supervisors

GLORIA MOLINA
First District

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Fifth District

January 10, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

REQUEST TO APPROVE AMENDMENT NUMBER FOUR TO AGREEMENT NUMBERS 73067 AND 73068 TO EXTEND WRAPAROUND PHASE I AGREEMENTS AND AMENDMENT NUMBER FOUR TO EXTEND WRAPAROUND PHASE II AGREEMENTS (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the two (2) attached Form Amendments (Attachments A and B) to extend the contract terms of the eleven (11) Wraparound Phase I and Phase II Agreements with the eleven (11) contractors listed in Attachment C for a period of three (3) months. The current Agreements expire on January 31, 2006. The Amendments will extend the Agreements from February 1, 2006, through April 30, 2006, for the provision of Wraparound services. The estimated cost of the Amendments is \$8,032,925. The costs will be financed using \$3,213,170 (40%) state revenue and \$4,819,755 (60%) net County cost (NCC). Sufficient funding is included in the FY 2005-06 Adopted Budget.
2. Delegate authority to the Director of the Department of Children and Family Services (DCFS) to execute the Form Amendments with the eleven (11) contractors listed on Attachment C and instruct the Director of DCFS to notify your Board and the Chief Administrative Office (CAO), in writing and within ten (10) working days of executing such Amendments.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The eleven (11) Wraparound agreements are currently scheduled to expire on January 31, 2006. The recommended actions will enable DCFS to continue providing Wraparound services to approximately 200 federally eligible and 400 non-federally eligible children pending the completion of a new solicitation process, the release of which was delayed until December 1, 2005 due to funding issues for the program, a brief period for public comment, and conflicting priorities. If the recommended actions are not approved, Wraparound services to children with multiple, complex and critical needs will cease, and consequently, the affected

children may be placed in out-of-home care or may be denied permanent placement. These Amendments will allow DCFS to continue Wraparound Services while the Request for Statement of Qualifications (RFSQ) process is completed by April 30, 2006.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan, Goal No. 1 (Service Excellence) and Goal No. 5 (Children and Families' Well-Being). The recommended actions will enable DCFS to continue the efforts to improve the health, safety and survival, emotional and social well-being of children and families in Los Angeles County.

FISCAL IMPACT/FINANCING

The estimated cost of the Amendments is \$8,032,925. The costs will be financed using \$3,213,170 (40%) State revenue and \$4,819,755 (60%) NCC. Sufficient funding is included in the FY 2005-06 Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Wraparound is a strengths-based, family-centered approach that allows greater flexibility in the use of foster care dollars to respond to the varying, multiple and complex needs of children who are in foster care or at risk of being placed in foster care or institutionalized.

On October 10, 2000, your Board approved Phase I of Wraparound for Service Planning Areas (SPAs) 2 and 3. On November 13, 2001, your Board approved Phase II of Wraparound, which resulted in additional Agreements to effectively cover all eight (8) SPAs within the County.

The termination dates for the Phase I and Phase II Agreements were initially different. On December 17, 2002, your Board approved synchronizing all Agreements to terminate on July 31, 2004, in keeping with the Federal Wraparound Title IV-E Waiver (Waiver) sunset date which was in effect at that time.

On January 25, 2005, your Board approved Form Amendments to the Wraparound Phase I and Phase II Agreements to implement the interim provider reimbursement rate of \$2,997 (the federal cost neutrality rate) for each federally eligible child and \$5,994 (the RCL 13 rate) for non-federally eligible children pending development of a new payment structure and completion of a new solicitation process. The Amendments also extended the term of the Agreements with the eleven (11) contractors for an additional six (6) months, from February 1, 2005, through and including July 31, 2005 and delegated authority to the Director to execute Amendments to exercise either or both of the two optional three-month extensions. On June 29, 2005, the Department exercised its option of extending the agreements for three (3) additional months, from August 1, 2005, to October 31, 2005. On September 14, 2005, the Department exercised its option of extending the Agreements for another three (3) additional months, from November 1, 2005, through January 31, 2006.

The proposed Amendments will allow DCFS to continue Wraparound services while the Request for Statement of Qualifications (RFSQ) process is completed by April 30, 2006. On December 1, 2005, DCFS released a solicitation, a RFSQ, for new Wraparound services Agreements with responses to the RFSQ are due by January 23, 2006. A decision was made to post a draft of the RFSQ on a website that was easily accessible to the community. The website had the capability of allowing the community, including interested current and potential providers, to download the draft solicitation document in order to review it and provide comments to the Department if they so desired within a specified time period. After the comment submission period, all of the comments received were reviewed by the Department and then posted on the same website anonymously so that the community could have the opportunity to review them. Through the use of this posting on the website and allowing for the submission of comments from the community, DCFS feels that it was able to create and finalize a much better solicitation document. The Department anticipates that the review of the Statement of Qualifications will be complete and a recommendation will be made to your Board in March or April of 2006 for new Wraparound service contracts to begin no later than May 1, 2006. The new contracts will include the new provider reimbursement rate of \$4,184 per month for both federally and non-federally eligible children.

The Amendments add to the Agreements the revised language regarding Contractor Responsibility and Debarment and new language regarding Contractor's Charitable Activities Compliance.

All contractors listed in Attachment C are in compliance with all Board and CAO requirements. The Board Letter has been reviewed by the CAO and County Counsel. The Form Amendments have been reviewed and approved as to form by County Counsel.

CONTRACTING PROCESS

A formally advertised solicitation was not required or conducted for these Form Amendments Number Four (4). Pursuant to State regulations, however, DCFS requested and received the California Department of Social Services' (CDSS) approval to extend the Wraparound Agreements for up to three (3) months through procurement by negotiation. CDSS has determined that the applicable State regulations, Manual of Policy and Procedures, Sections 23-621.15, 23-650.17, and 23-650.18, authorize the County to conduct such negotiated procurements for the services currently provided through the current Wraparound Agreements while DCFS completes its new solicitation process.

IMPACT ON CURRENT SERVICES

The recommended actions, if approved, are effective February 1, 2006, through April 30, 2006, and will allow for the continuation of the Wraparound services and support to children served while DCFS completes its solicitation (RFSQ) process. The three-month extension should allow a continued reduction in the number of children served at the juvenile hall and psychiatric hospitals as several youth will be served through Wraparound that may otherwise need services from those locales.

CONCLUSION

Upon approval and execution of these requests by the Board of Supervisors, it is requested that the Executive Officer/Clerk of the Board be instructed to send an adopted stamped copy of this Board Letter and any attachments to:

1. Department of Children and Family Services
Attention: Walter Chan, Contract Manager
425 Shatto Place, Room 400
Los Angeles, CA 90020
2. Office of the County Counsel
Attention: Katherine Fesler, Associate County Counsel
201 Centre Plaza, Suite 1
Monterey Park, CA 91754

Respectfully submitted:

DAVID SANDERS, Ph.D.
Director

DS:WC:RR:mb

Attachments (3)

c: Chief Administrative Officer
County Counsel
Department of Mental Health
Chief Probation Officer

**AMENDMENT NUMBER FOUR
WRAPAROUND APPROACH AGREEMENT NUMBERS 73067 AND 73068
PHASE I**

AMENDMENT NUMBER FOUR ("Amendment Four") TO WRAPAROUND APPROACH AGREEMENT NUMBERS 73067 and 73068 WITH _____, EXECUTED BY THE CHAIRMAN OF THE BOARD OF SUPERVISORS ON BEHALF OF THE BOARD OF SUPERVISORS ON OCTOBER 10, 2000 ("Agreement"), IS MADE AND ENTERED INTO BY AND BETWEEN THE COUNTY OF LOS ANGELES, ("COUNTY") AND _____, ("CONTRACTOR") AS OF THIS ____ DAY OF _____ 2006.

WHEREAS, the parties have previously entered into an Agreement (which includes, through incorporation, the terms/conditions of Amendments Number One, Number Two, and Number Three) to provide Wraparound Approach services; and

WHEREAS, the current Wraparound Approach Agreement is due to expire January 31, 2006; and

WHEREAS, the COUNTY has determined a need to extend the Agreement for the provision of Wraparound Approach services for an additional three months from February 1, 2006 through April 30, 2006;

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the COUNTY and CONTRACTOR mutually agree to the following modifications to the Agreement:

1. Section **1.0, APPLICABLE DOCUMENTS**, Subsection 1.2 is deleted in its entirety and replaced with the following:
 - 1.2. Exhibits A, B, B-1, B-2, B-3, B-4, C, D, E, F, G, H, I, J, K, L, M, and N set forth below are attached to and form a part of this Agreement.
2. Section **1.0, APPLICABLE DOCUMENTS**, Subsection 1.3 is amended to add EXHIBITS B-4, K and L, attached hereto and incorporated by reference, as follows:
 - 1.3 EXHIBIT B-4, Budget, February 1, 2006 through April 30, 2006 is added to Exhibit B, Exhibit B-1 and Exhibit B-2, and B-3;

EXHIBIT J - Charitable Contributions Certification
EXHIBIT K - CONTRACTOR's Administration;
EXHIBIT L - CONTRACTOR's Employee Acknowledgment and Confidentiality Agreement;
EXHIBIT M - CONTRACTOR's Non-Employee Acknowledgment and Confidentiality Agreement;
EXHIBIT N - COUNTY's Administration

3. Section **4.0, TERM AND TERMINATION**, is deleted in its entirety and replaced with a new Section **4.0, TERM AND TERMINATION**, to read as follows:

4.0 TERM AND TERMINATION

- 4.1 The term of this Contract shall commence on October 10, 2000, and shall continue through April 30, 2006, unless terminated earlier as provided in this Contract.
4. Section 28.0, DETERMINATION OF CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT, is deleted in its entirety and replaced with following new Section 28.0, CONTRACTOR RESPONSIBILITY AND DEBARMENT, to read as follows:

28.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

- 28.1 A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible contractors.
- 28.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition, to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.
- 28.3 The COUNTY may debar a Contractor if the Board of Supervisors, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the COUNTY or a non-profit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY of any other public entity.
- 28.4 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will

advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board

- 28.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 28.6 After consideration of any objection or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 28.7 If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for a least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.
- 28.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for a least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

28.8.1 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

28.9 These terms shall also apply to Subcontractors of COUNTY Contractors.

5. Section **57.0, CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE**, is added to this Agreement to read as follows:

57.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring CONTRACTORS to complete the certification in Exhibit J, the County seeks to ensure that all COUNTY CONTRACTORS which receive or raise charitable contributions comply with California law in order to protect the COUNTY and its taxpayers. A CONTRACTOR which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

6. Section **58.0, ADMINISTRATION OF CONTRACT – CONTRACTOR**, is added to this Agreement to read as follows:

58.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

58.1 CONTRACTOR's Program Manager

58.1.1 CONTRACTOR's Program Manager is designated in Exhibit K, CONTRACTOR's Administration. The CONTRACTOR shall notify the COUNTY in writing of any change in the name or address of the CONTRACTOR's Program Manager.

58.1.2 CONTRACTOR's Program Manager shall be responsible for CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with COUNTY's Program Manager and Program Monitor on a regular basis.

58.2 Approval of CONTRACTOR's Staff

COUNTY has the absolute right to approve or disapprove all of CONTRACTOR's staff performing work hereunder and any proposed

changes in CONTRACTOR's staff, but not limited to, CONTRACTOR's Program Manager.

58.3 CONTRACTOR's Staff Identification

- 58.3.1 CONTRACTOR shall provide all staff assigned to this Contract with a photo identification badge in accordance with COUNTY specifications. Specifications may change at the discretion of the COUNTY and CONTRACTOR will be provided new specifications as required. The format and content of the badge is subject to the COUNTY's approval prior to the CONTRACTOR implementing the use of the badge. CONTRACTOR staff, while on duty or when entering a COUNTY facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.
- 58.3.2 CONTRACTOR shall notify the COUNTY within one business day when staff is terminated from working on this Contract. CONTRACTOR shall notify the COUNTY within one business day when staff is terminated from working on this Contract. CONTRACTOR is responsible to retrieve and immediately destroy the staff's COUNTY photo identification badge at the time of removal from the COUNTY contract.
- 58.3.3 If COUNTY requests the removal of CONTRACTOR's staff, CONTRACTOR is responsible to retrieve and immediately destroy the CONTRACTOR's staff's COUNTY photo identification badge at the time of removal from working on the Contract.

58.4 Background and Security Investigations

- 58.4.1 At any time prior to or during the term of this Contract, the COUNTY may require that all CONTRACTOR's staff performing work under this Contract undergo and pass, to the satisfaction of COUNTY, a background investigation as a condition of beginning and continuing to work under this Contract. COUNTY shall use its discretion in determining the method of background clearance to be used, up to and including a COUNTY performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the CONTRACTOR, regardless if the CONTRACTOR's staff passes or fails the background clearance investigation.
- 58.4.2 COUNTY may request that CONTRACTOR's staff be immediately removed from working on the COUNTY Contract at any time during the term of the Contract. COUNTY will not provide to CONTRACTOR or to

CONTRACTOR's staff any information obtained through the COUNTY conducted background clearance.

58.4.3 COUNTY may immediately deny or terminate facility access to CONTRACTOR's staff who do not pass such investigation(s) to the satisfaction of the COUNTY whose background or conduct is incompatible with COUNTY facility access, at the sole discretion of the COUNTY.

58.4.4 Disqualifications, if any, of CONTRACTOR staff, pursuant to this Sub-section 1.4 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

58.5 Confidentiality

58.5.1 CONTRACTOR shall maintain the confidentiality of all records and information, including the terms and conditions of the Contract, events or circumstances which occur during the course of CONTRACTOR's performance under the Contract, billings, COUNTY records, patient records, and other information obtained from the COUNTY under this Contract in accordance with all applicable federal, State, or local laws, ordinances, regulations and directives relating to confidentiality.

58.5.2 CONTRACTOR shall not reproduce, distribute, or disclose to any person or entity any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness, or problem regarding data security or maintenance in COUNTY's computer systems, or to any safeguard, countermeasure, or contingency plan, by COUNTY, without COUNTY's prior written consent.

58.5.3 CONTRACTOR shall inform all of its directors, officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.

58.5.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit L, "CONTRACTOR'S Employee Acknowledgment and Confidentiality Agreement".

58.5.5 CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit M, "CONTRACTOR's Non-Employee Acknowledgment and Confidentiality Agreement".

- 58.5.6 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.
- 58.5.7 CONTRACTOR agrees to notify COUNTY in writing within twenty-four (24) hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to CONTRACTOR's attention, and that includes unauthorized access to CONTRACTOR's computer or computers (including those of any Subcontractor involved in the Relationship) containing CONTRACTOR's or COUNTY's Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.
- 58.5.8 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

7. Section **59.0, ADMINISTRATION OF CONTRACT – COUNTY**, is added to this Agreement to read as follows:

59.0 ADMINISTRATION OF CONTRACT – COUNTY

A listing of all COUNTY Administration referenced in the following Sub-sections is designated in Exhibit N, "COUNTY's Administration." The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addressees shown.

59.1 COUNTY's Program Director

Responsibilities of the COUNTY's Program Director include:

- ensuring that the objectives of this Contract are met;
- making changes in the terms and conditions of this Contract in accordance with Section 2.0, Changes and Amendments; and
- providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements and procedural requirements.

59.2 COUNTY's Program Manager

The responsibilities of the COUNTY's Program Manager include:

- meeting with CONTRACTOR's Program Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR;

The COUNTY's Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

59.3 The COUNTY's Program Monitor

The COUNTY'S Program Monitor is responsible for overseeing the day-to-day administration of this Contract. The Program Monitor reports to the COUNTY's Program Manager.

EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AMENDMENT, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT (INCLUDING, THROUGH INCORPORATION, THE TERMS/CONDITIONS OF AMENDMENTS NUMBER ONE, NUMBER TWO AND NUMBER THREE, SHALL REMAIN IN FULL FORCE AND EFFECT.

**AMENDMENT NUMBER FOUR
WRAPAROUND APPROACH AGREEMENT
PHASE I**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment Number Four to be subscribed on its behalf by the Director of the Department of Children and Family Services and

_____,
either a single agency singly referred to as CONTRACTOR -OR- two agencies jointly and severally referred to collectively as CONTRACTOR, has/have caused this Agreement to be subscribed in its/their behalf by its/their duly authorized officer(s) on the day, month and year first above written. The person(s) signing on behalf of the CONTRACTOR warrant under penalty of perjury that such person(s) is/are authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By: _____
David Sanders, Ph.D.
Director, Department of Children and
Family Services

CONTRACTOR

By _____

Name _____

Title _____

By _____

Name _____

Title _____

Tax Identification Number

CONTRACTOR

By _____

Name _____

Title _____

By _____

Name _____

Title _____

Tax Identification Number

APPROVED AS TO FORM:
BY THE OFFICE OF COUNTY COUNSEL
RAYMOND G. FORTNER, JR.
County Counsel

BY _____
Katherine Fesler, Associate County Counsel

**AMENDMENT NUMBER FOUR
WRAPAROUND APPROACH AGREEMENT
PHASE II**

AMENDMENT NUMBER FOUR ("Amendment Four") TO WRAPAROUND APPROACH AGREEMENT WITH _____, EXECUTED BY THE CHAIRMAN OF THE BOARD OF SUPERVISORS ON BEHALF OF THE BOARD OF SUPERVISORS ON _____ ("Agreement"), IS MADE AND ENTERED INTO BY AND BETWEEN THE COUNTY OF LOS ANGELES, ("COUNTY") AND _____ ("CONTRACTOR") AS OF THIS _____ DAY OF _____ 2006.

WHEREAS, the parties have previously entered into an Agreement (which includes, through incorporation, the terms/conditions of Amendments Number One, Number Two, and Number Three) to provide Wraparound Approach services; and

WHEREAS, the current Wraparound Approach Agreement is due to expire January 31, 2006; and

WHEREAS, the COUNTY has determined a need to extend the Agreement for the provision of Wraparound Approach services for an additional three months from February 1, 2006 through April 30, 2006;

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the COUNTY and CONTRACTOR mutually agree to the following modifications to the Agreement:

1. Section **1.0, APPLICABLE DOCUMENTS**, Subsection 1.2 is deleted in its entirety and replaced with the following:
 - 1.2. Exhibits A, B, B-1, B-2, B-3, B-4, C, D, E, F, G, H, I, J, K, L, M, and N set forth below are attached to form a part of this Agreement.
2. Section **1.0, APPLICABLE DOCUMENTS**, Subsection 1.3 is amended to add EXHIBITS B-4, J, K, L, M and N, attached hereto and incorporated by reference, as follows:

EXHIBIT B-4, Budget, February 1, 2006 through April 30, 2006 is added to Exhibit B, Exhibit B-1, Exhibit B-2, and Exhibit B-3;

EXHIBIT J - Charitable Contributions Certification

EXHIBIT K - CONTRACTOR's Administration;

EXHIBIT L - CONTRACTOR's Employee Acknowledgment and Confidentiality Agreement;

EXHIBIT M - CONTRACTOR's Non-Employee Acknowledgment and Confidentiality Agreement;

EXHIBIT N - COUNTY's Administration

3. Section **4.0, TERM AND TERMINATION**, is deleted in its entirety and replaced with a new Section **4.0, TERM AND TERMINATION**, to read as follows:

4.0 TERM AND TERMINATION

- 4.1 The term of this Contract shall commence on July 1, 2002, and shall continue through April 30, 2006, unless terminated earlier as provided in this Contract.
4. Section 28.0, DETERMINATION OF CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT, is deleted in its entirety and replaced with following new Section 28.0, CONTRACTOR RESPONSIBILITY AND DEBARMENT, to read as follows:

28.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

- 28.1 A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible contractors.
 - 28.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition, to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.
 - 28.3 The COUNTY may debar a Contractor if the Board of Supervisors, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the COUNTY or a non-profit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY of any other public entity.
 - 28.4 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will

advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board

- 28.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 28.6 After consideration of any objection or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 28.7 If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for a least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.
- 28.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for a least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

28.8.1 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

28.9 These terms shall also apply to Subcontractors of COUNTY Contractors.

5. Section **57.0, CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE**, is added to this Agreement to read as follows:

57.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring CONTRACTORS to complete the certification in Exhibit J, the County seeks to ensure that all COUNTY CONTRACTORS which receive or raise charitable contributions comply with California law in order to protect the COUNTY and its taxpayers. A CONTRACTOR which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

6. Section **58.0, ADMINISTRATION OF CONTRACT – CONTRACTOR**, is added to this Agreement to read as follows:

58.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

58.1 CONTRACTOR's Program Manager

58.1.1 CONTRACTOR's Program Manager is designated in Exhibit K, CONTRACTOR's Administration. The CONTRACTOR shall notify the COUNTY in writing of any change in the name or address of the CONTRACTOR's Program Manager.

58.1.2 CONTRACTOR's Program Manager shall be responsible for CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with COUNTY's Program Manager and Program Monitor on a regular basis.

58.2 Approval of CONTRACTOR's Staff

COUNTY has the absolute right to approve or disapprove all of CONTRACTOR's staff performing work hereunder and any proposed changes in CONTRACTOR's staff, but not limited to, CONTRACTOR's Program Manager.

58.3 CONTRACTOR's Staff Identification

58.3.1 CONTRACTOR shall provide all staff assigned to this Contract with a photo identification badge in accordance with COUNTY specifications. Specifications may change at the discretion of the COUNTY and CONTRACTOR will be provided new specifications as required. The format and content of the badge is subject to the Counties approval prior to the CONTRACTOR implementing the use of the badge. CONTRACTOR staff, while on duty or when entering a COUNTY facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

58.3.2 CONTRACTOR shall notify the COUNTY within one business day when staff is terminated from working on this Contract. CONTRACTOR shall notify the COUNTY within one business day when staff is terminated from working on this Contract. CONTRACTOR is responsible to retrieve and immediately destroy the staff's COUNTY photo identification badge at the time of removal from the COUNTY contract.

58.3.3 If COUNTY requests the removal of CONTRACTOR's staff, CONTRACTOR is responsible to retrieve and immediately destroy the CONTRACTOR's staff's COUNTY photo identification badge at the time of removal from working on the Contract.

58.4 Background and Security Investigations

58.4.1 At any time prior to or during the term of this Contract, the COUNTY may require that all CONTRACTOR's staff performing work under this Contract undergo and pass, to the satisfaction of COUNTY, a background investigation as a condition of beginning and continuing to work under this Contract. COUNTY shall use its discretion in determining the method of background clearance to be used, up to and including a COUNTY performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the CONTRACTOR, regardless if the CONTRACTOR's staff passes or fails the background clearance investigation.

- 58.4.2 COUNTY may request that CONTRACTOR's staff be immediately removed from working on the COUNTY Contract at any time during the term of the Contract. COUNTY will not provide to CONTRACTOR or to CONTRACTOR's staff any information obtained through the COUNTY conducted background clearance.
- 58.4.3 COUNTY may immediately deny or terminate facility access to CONTRACTOR's staff who do not pass such investigation(s) to the satisfaction of the COUNTY whose background or conduct is incompatible with COUNTY facility access, at the sole discretion of the COUNTY.
- 58.4.4 Disqualifications, if any, of CONTRACTOR staff, pursuant to this Sub-section 1.4 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

58.5 Confidentiality

- 58.5.1 CONTRACTOR shall maintain the confidentiality of all records and information, including the terms and conditions of the Contract, events or circumstances which occur during the course of CONTRACTOR's performance under the Contract, billings, COUNTY records, patient records, and other information obtained from the COUNTY under this Contract in accordance with all applicable federal, State, or local laws, ordinances, regulations and directives relating to confidentiality.
- 58.5.2 CONTRACTOR shall not reproduce, distribute, or disclose to any person or entity any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness, or problem regarding data security or maintenance in COUNTY's computer systems, or to any safeguard, countermeasure, or contingency plan, by COUNTY, without COUNTY's prior written consent.
- 58.5.3 CONTRACTOR shall inform all of its directors, officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 58.5.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit L, "CONTRACTOR'S Employee Acknowledgment and Confidentiality Agreement".

- 58.5.5 CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit M CONTRACTOR's Non-Employee Acknowledgment and Confidentiality Agreement".
- 58.5.6 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.
- 58.5.7 CONTRACTOR agrees to notify COUNTY in writing within twenty-four (24) hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to CONTRACTOR's attention, and that includes unauthorized access to CONTRACTOR's computer or computers (including those of any Subcontractor involved in the Relationship) containing CONTRACTOR's or COUNTY's Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.
- 58.5.8 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

7. Section **59.0, ADMINISTRATION OF CONTRACT – COUNTY**, is added to this Agreement to read as follows:

59.0 ADMINISTRATION OF CONTRACT – COUNTY

A listing of all COUNTY Administration referenced in the following Sub-sections is designated in Exhibit N, "COUNTY's Administration." The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addressees shown.

59.1 COUNTY's Program Director

Responsibilities of the COUNTY's Program Director include:

- ensuring that the objectives of this Contract are met;
- making changes in the terms and conditions of this Contract in accordance with Section 2.0, Changes and Amendments; and

- providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements and procedural requirements.

59.2 COUNTY's Program Manager

The responsibilities of the COUNTY's Program Manager include:

- meeting with CONTRACTOR's Program Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

The COUNTY's Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

59.3 The COUNTY's Program Monitor

The COUNTY'S Program Monitor is responsible for overseeing the day-to-day administration of this Contract. The Program Monitor reports to the COUNTY's Program Manager.

EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AMENDMENT, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT (INCLUDING, THROUGH INCORPORATION, THE TERMS/CONDITIONS OF AMENDMENTS NUMBER ONE, NUMBER TWO AND NUMBER THREE), SHALL REMAIN IN FULL FORCE AND EFFECT.

**AMENDMENT NUMBER FOUR
WRAPAROUND APPROACH AGREEMENT
PHASE II**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment Number Four to be subscribed on its behalf by the Director of the Department of Children and Family Services and

_____,
either a single agency singly referred to as CONTRACTOR -OR- two agencies jointly and severally referred to collectively as CONTRACTOR, has/have caused this Agreement to be subscribed in its/their behalf by its/their duly authorized officer(s) on the day, month and year first above written. The person(s) signing on behalf of the CONTRACTOR warrant under penalty of perjury that such person(s) is/are authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By: _____
David Sanders, Ph.D.
Director, Department of Children and
Family Services

CONTRACTOR

By _____

Name _____

Title _____

By _____

Name _____

Title _____

Tax Identification Number

CONTRACTOR

By _____

Name _____

Title _____

By _____

Name _____

Title _____

Tax Identification Number

APPROVED AS TO FORM:
BY THE OFFICE OF COUNTY COUNSEL
RAYMOND G. FORTNER, JR.
County Counsel

BY _____
Katherine Fesler, Associate County Counsel

ATTACHMENT C

WRAPAROUND PHASE I AND PHASE II PROVIDERS AMENDMENT #4 BUDGET AMOUNTS

	Contractors	SPA	Phase	Estimated Budget 02/06- 04/06
1	Penny Lane Centers, Inc	1	II	\$ 868,530
2	San Fernando Valley Community Mental Health Center, Inc.	2	I	\$ 853,426
3	The HELP Group Child and Family Center	3	II	\$ 1,100,498
4	Pasadena Children's Training Society, Inc. dba The Sycamores, and Vista del Mar and Family Services	3	I	\$ 1,344,619
5	Vista del Mar Child and Family Services and Pasadena Children's Training Society, Inc., dba The Sycamores.	4	II	\$ 300,198
6	Hamburger Home, Inc. dba Aviva Family and Children's Services	4	II	\$ 347,652
7	Star View Children and Family Services, Inc. dba The Sycamores	4	II	\$ 330,869
8	Vista del Mar Child and Family Services and Pasadena Children's Training Society, Inc. dba The Sycamores.	5	II	\$ 616,834
9	Star View Children & Family Services, Inc.	6	II	\$ 819,979
10	Olive Crest Treatment Centers, Inc.	7	II	\$ 802,968
11	Star View Children & Family Services, Inc.	8	II	\$ 647,352
TOTAL				\$ 8,032,925